

RECORDATION NO. 7309-C
JUL 20 1976 11:20 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7305-B
JUL 20 1976 11:20 AM
INTERSTATE COMMERCE COMMISSION
RAILWAY EQUIPMENT CO.

JUL 20 1976 11:20 AM

INTERSTATE COMMERCE COMMISSION

2200 EAST DEVON AVENUE, DES PLAINES, ILLINOIS 60018 • (312) 297-3200

JUL 20 1976 11:20 AM

July 16, 1976

Office of the Interstate Commerce Commission
Washington, D. C. 20423

RECORDATION NO. 7304-C
JUL 20 1976 11:20 AM

6-202AC12

JUL 20 1976

Re: Agreement dated as of May 31, 1976

Gentlemen:

ICC Washington, D. C.

Delivered to you herewith for filing pursuant to Section 20c of the Interstate Commerce Act and the rules and regulations promulgated thereunder are six (6) fully executed counterparts of the above-referenced Agreement dated as of May 31, 1976, all as more fully described herein.

The parties to this Agreement are:

Lessor:

RECORDATION NO. 7303-A

JUL 20 1976 11:20 AM

United States Railway Equipment Co.
2200 East Devon Avenue
Des Plaines, Illinois 60018

Lessee:

INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7302-B

JUL 20 1976 11:00 AM

William M. Gibbons, Trustee of the
Property of Chicago, Rock Island
and Pacific Railroad Company, Debtor
139 West Van Buren Street
Chicago, Illinois 60605

This Agreement amends the following leases between United States Railway Equipment Co. and Chicago, Rock Island and Pacific Railroad Company as dated as of January 15, 1974, as amended.

Lease Group No. 7312-B RECORDATION NO. 7306-C

1	JUL 20 1976 11:20 AM	7304
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10	INTERSTATE COMMERCE COMMISSION	7312
4		7306

Accordingly, we would appreciate it if you would file the enclosed Agreement as a subfiling under Lease Group No. 1 and then cross-reference this Agreement to the other lease groups mentioned above.

RECORDATION NO. 7306-D

7307 E

JUL 20 1976 11:20 AM

INTERSTATE COMMERCE COMMISSION

Office of the Secretary
Interstate Commerce Commission
Page Two
July 16, 1976

Enclosed herewith is Rosenthal and Schanfield Check No. 20167
in the amount of \$10.00 to cover the applicable filing fees.

Please mail four (4) duly recorded counterparts of this
Agreement to I. Walter Deitch, 105 West Adams Street, Chicago,
Illinois 60603.

Very truly yours,

UNITED STATES RAILWAY EQUIPMENT CO

Leonard Schanfield / *wd*
Assistant Secretary

IWD:scc

Enclosures

Interstate Commerce Commission

Washington, D.C. 20423

7/22/76

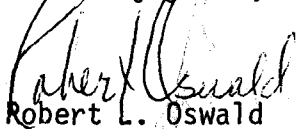
OFFICE OF THE SECRETARY

• I. Walter Deitch
105 West Adams Street
Chicago, Illinois 60603

Dear Sir:

The enclosed document was recorded pursuant to the provisions
of Section 20c of the Interstate Commerce Act, 49 U.S.C. 20c, on **7/20/76**
at **11:20am**, and assigned recordation number

Sincerely yours,


Robert L. Oswald
Secretary

7304-C

7308-B

7307-E

7305-B

7309-C

7303-A

7302-B

7312-B

7306-B

Enclosure

SE-3
(2/7)

IWD:scc
6-14-76

RECORDATION NO. 7304-C
JUL 20 1976 - 11 20 AM
INTERSTATE COMMERCE COMMISSION

RECORDATION NO. 7302-B
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AGREEMENT dated as of this 31st day of May, 1976 by and between UNITED STATES RAILWAY EQUIPMENT CO., an Illinois corporation ("United") and WILLIAM M. GIBBONS, Trustee ("Trustee") of the Property of CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY, a Delaware corporation, Debtor ("Debtor").

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WHEREAS, UNITED STATES RAILWAY EQUIPMENT CO. ("United") and CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY ("Rock Island") entered into a Sale Agreement dated January 15, 1974, covering the sale to United of 2,755 railroad cars and for the lease and reconstruction of such cars; and

WHEREAS, United hereby agrees to pay directly the sum of \$ 242,904.72 as full and complete payment of any and all costs incurred by the Rock Island in connection with the reconstruction by the Rock Island over the amount provided for in the specifications notwithstanding the Trustee's actual costs with respect thereto.

WHEREAS, said Agreement and lease have been adopted and affirmed by WILLIAM M. GIBBONS, TRUSTEE ("Trustee") OF THE PROPERTY OF THE ROCK ISLAND pursuant to order of the United States District Court for the Northern District of Illinois, Eastern Division, in The Matter of Chicago, Rock Island and Pacific Railroad Company, Debtor No. 75 B 2697; and

WHEREAS, the leases provided for an increase in rental in the event of an escalation of United's costs of labor and material involved in the reconstruction of the cars; and

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WHEREAS, United and Trustee have determined and agreed upon the amount of such increased costs to United all as provided in the Lease; and

WHEREAS, United authorized the expenditure by the Trust of, and has agreed to reimburse the Trustee for, additional costs of the cars the Trustee was obligated to reconstruct pursuant to the lease terms, upon the understanding and agreement that the rentals for such cars would be adjusted upon the same basis as is provided in the leases for United's expenditure of increased costs; and

WHEREAS, the parties do hereby desire to ratify and confirm the amounts of rentals hereafter required to be paid pursuant to the terms of the leases and the amount of monies to be paid to the Trustee on account of costs incurred by it for increases in the price of labor and materials; and

NOW THEREFORE, in consideration of the premises and the promises and covenants hereinafter set forth and other good and valuable consideration, the receipt and sufficiency whereof is hereby acknowledged, the parties hereto hereby agree as follows:

1. United hereby agrees to pay the Trustee on account of the increased cost of labor and material incurred in reconstructing the cars required to be reconstructed by Rock Island pursuant to the leases the sum of \$ 242,904.72 . Trustee accepts such sum in full and complete payment therefor.

2. As of June 1, 1976, the rental per car per day for each of the cars leased under the Leases listed below shall be

the amount set forth opposite each such Lease Group.

<u>Lease Group No.</u>	<u>Rental</u>
1	\$4.303
2	4.303
3	4.303
6	4.157
7	5.107
8	4.505
9	4.117
10	4.247

3. As of June 1, 1976, the rental per car per day for each car in Series 21000 through 23999 leased under Lease Group No. 4 shall be \$4.303.

4. This Agreement shall be deemed and construed as an amendment to each of the above-mentioned Leases. All the other terms and provisions of each of such Leases shall remain in full force and effect, and each of such Leases as hereby amended is hereby ratified, confirmed and approved.

IN WITNESS WHEREOF, United and Trustee have caused this Agreement to Lease to be executed by its officers thereunto duly authorized as of the day, month and year first above-written.

UNITED STATES RAILWAY EQUIPMENT CO.

By Ralph E. Bell

ATTEST

[Signature]
Assistant Secretary

WILLIAM M. GIBBONS, Trustee of the
Property of CHICAGO, ROCK ISLAND AND
PACIFIC RAILROAD COMPANY, 'Debtor

By W. M. Gibbons

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 23rd day of June, 1976
before me personally appeared Ralph E. Bell and
Laurence P. Prange to me known, who being by me duly
sworn, say that they are Vice President and Assistant Secretary
respectively of UNITED STATES RAILWAY EQUIPMENT CO., that the
seal affixed to the foregoing instrument is the corporate seal
of said corporation, that said instrument was signed and sealed
on behalf of said corporation by authority of its Board of
Directors, and that they acknowledged that the execution of the
foregoing instrument was the free act and deed of said corporation.

Erfriede M. Rieger
Notary Public

My commission expires: My Commission Expires June 28, 1978

STATE OF ILLINOIS)
)
COUNTY OF COOK)

On this 18th day of June, 1976
before me personally appeared WILLIAM M. GIBBONS to me
personally known who being by me duly sworn, says that he is
the Trustee of CHICAGO, ROCK ISLAND AND PACIFIC RAILROAD COMPANY
Debtor, that said instrument was signed and sealed by said
Trustee and that he acknowledged that the execution of the
foregoing instrument was the free act and deed of said Trustee.

John M. Quinn
Notary Public

My commission expires: Oct. 26, 1977